

**DONATION AGREEMENT**

Project Name: Indianapolis Avenue  
 DES Number: 0900116  
 Parcel: 13, Boone County Jail Building Corporation

As owners of real estate needed for the above referenced project and parcel, and acknowledging the fact that we are entitled to just compensation based upon an approved appraisal of the subject real estate, nevertheless, desire to donate the right of way. We waive such appraisal rights and will execute the necessary conveyance instruments to transfer said right of way in the City of Lebanon, Indiana.

This donation to the City of Lebanon, Indiana is made without any coercive action of any nature and is executed in conjunction with Warranty Deed Instrument Number 201300000804 filed with Boone County on January 16, 2013.

**BOONE COUNTY JAIL BUILDING CORPORATION**

Kenneth S. Hedge  
 Kenneth Hedge, President

Deanna Wilhoite  
 Attest: Deanna Wilhoite Boone County Auditor

STATE OF INDIANA  
 COUNTY OF BOONE

SS:

Before me, a Notary Public in and for said State and County, personally appeared Kenneth Hedge, President of the the Boone County Jail Corporation, a non-for-profit Indiana corporation and who having requisite authority, and who acknowledged the execution of the foregoing Donation Agreement.

Witness my hand and Notarial Seal this 14<sup>th</sup> day of MARCH, 2013.

Karen Lasley  
 Notary Public (Signature)

Karen Lasley  
 Notary Public (Printed)

My Commission expires 10/24/13

My County of Residence is Boone

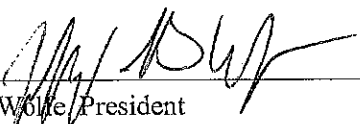
**DONATION AGREEMENT**


Project Name: Indianapolis Avenue  
 DES Number: 0900116  
 Parcel: 1, Boone County

As owners of real estate needed for the above referenced project and parcel, and acknowledging the fact that we are entitled to just compensation based upon an approved appraisal of the subject real estate, nevertheless, desire to donate the right of way. We waive such appraisal rights and will execute the necessary conveyance instruments to transfer said right of way in the City of Lebanon, Indiana.

This donation to the City of Lebanon, Indiana is made without any coercive action of any nature and is executed in conjunction with Warranty Deed Instrument Number 201300000808 filed with Boone County on January 16, 2013.

**BOARD OF COMMISSIONERS OF BOONE COUNTY**

  
 Jeff Wolfe, President

  
 Attest: Deanna Wilhoite, Boone County Auditor

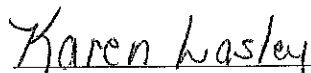
STATE OF INDIANA  
 COUNTY OF BOONE

SS:

Before me, a Notary Public in and for said State and County, personally appeared Jeff Wolfe, President of Boone County Commissioners, and who have requisite authority, and who acknowledged the execution of the foregoing Donation Agreement.

Witness my hand and Notarial Seal this 4<sup>th</sup> day of MARCH, 2013.

  
 Notary Public (Signature)

  
 Notary Public (Printed)

My Commission expires 10/24/13

My County of Residence is Boone

**AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT**

THIS AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT ("Amendment") is entered into on this 4<sup>th</sup> day of March, 2013, but effective as of January 1, 2013, by and among the Town of Zionsville, Indiana ("Town"), The Board of Commissioners of the County of Boone, Indiana ("County"), and the Boone County, Indiana Sheriff ("BCS," and collectively with the Town and the County, "Parties" and each individually a "Party").

**WITNESSETH THAT:**

**WHEREAS**, the Parties are parties to that certain Interlocal Cooperation Agreement Between the Town of Zionsville Boone County and the Boone County Sheriff for Law Enforcement, dated October 5, 2009, but effective as of January 2, 2010 ("Law Enforcement Agreement"); and

**WHEREAS**, the Town Council of the Town duly passed and adopted Ordinance No. 2012-09 of the Town of Zionsville, Indiana on August 6, 2012 ("Ordinance") to reclassify certain territories from the Rural Service District into the Town Service District, which areas are defined and illustrated as "Area One," "Area Two," and "Area Three" (collectively, the "Reclassified Areas") on the map, dated as of October 2009 ("Revised Service Districts Map"), attached hereto as Exhibit A and incorporated herein by reference.

**NOW, THEREFORE, BE IT RESOLVED**, that pursuant to Ind. Code § 36-1-7-1, *et. seq.*, and in consideration of the mutual promises and consideration contained herein, the Parties hereby agree as follows:

1. **Incorporation.** The above recitals are incorporated herein by this reference as though fully set forth herein below.
2. **Reclassified Territory.** The Parties hereby acknowledge and agree that, pursuant to the Ordinance, the Town Council of the Town has reclassified certain areas from the Rural Service District into the Town Service District, consisting of the Reclassified Areas identified on the Revised Service Districts Map attached hereto as Exhibit A.
3. **Amendment of Law Enforcement Agreement.** The Parties hereby acknowledge and agree that the Rural Service District Map attached as Exhibit A to the Law Enforcement Agreement is hereby replaced in its entirety by the Revised Service Districts Map attached hereto as Exhibit A, and that any and all services and obligations to be provided by the Town under the Law Enforcement Agreement in the Town Service District shall be extended to the Reclassified Areas as of the Effective Date hereof, and the BCS shall no longer provide such services to or perform any obligations pursuant to the Law Enforcement Agreement in the Reclassified Areas.
4. **Subsequent Actions.** The Parties agree to take any and all action necessary or required by Indiana law to effectuate the purposes of this Amendment.

5. **Construction.** The clause headings appearing herein have been provided for convenience and reference and do not purport and shall not be deemed to define, limit, or extend the scope or intent of the clause to which they appertain.

6. **Severability.** If any part of this Amendment shall be held invalid, such part shall be deemed severable and the invalidity thereof shall not affect the remainder of this Amendment.

7. **Effective Date.** This Amendment shall be effective as of January 1, 2013.

8. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which counterparts collectively shall constitute one and the same instrument representing this Amendment between the parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment to Interlocal Agreement as of the Effective Date hereof.

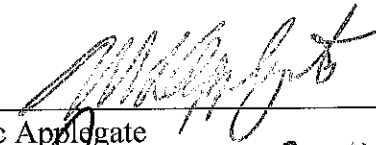
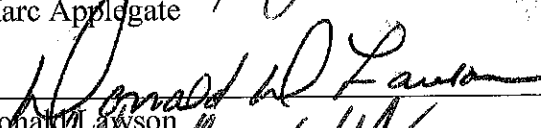
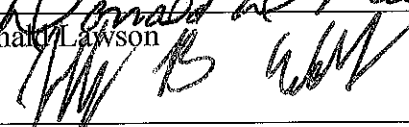
TOWN OF ZIONSVILLE, INDIANA

THE BOARD OF COMMISSIONERS OF  
THE COUNTY OF BOONE, INDIANA

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

  
\_\_\_\_\_  
Marc Applegate  
  
\_\_\_\_\_  
Donald Lawson  
  
\_\_\_\_\_  
Jeff Wolfe

CHIEF OF POLICE, ZIONSVILLE POLICE  
DEPARTMENT

BOONE COUNTY SHERIFF

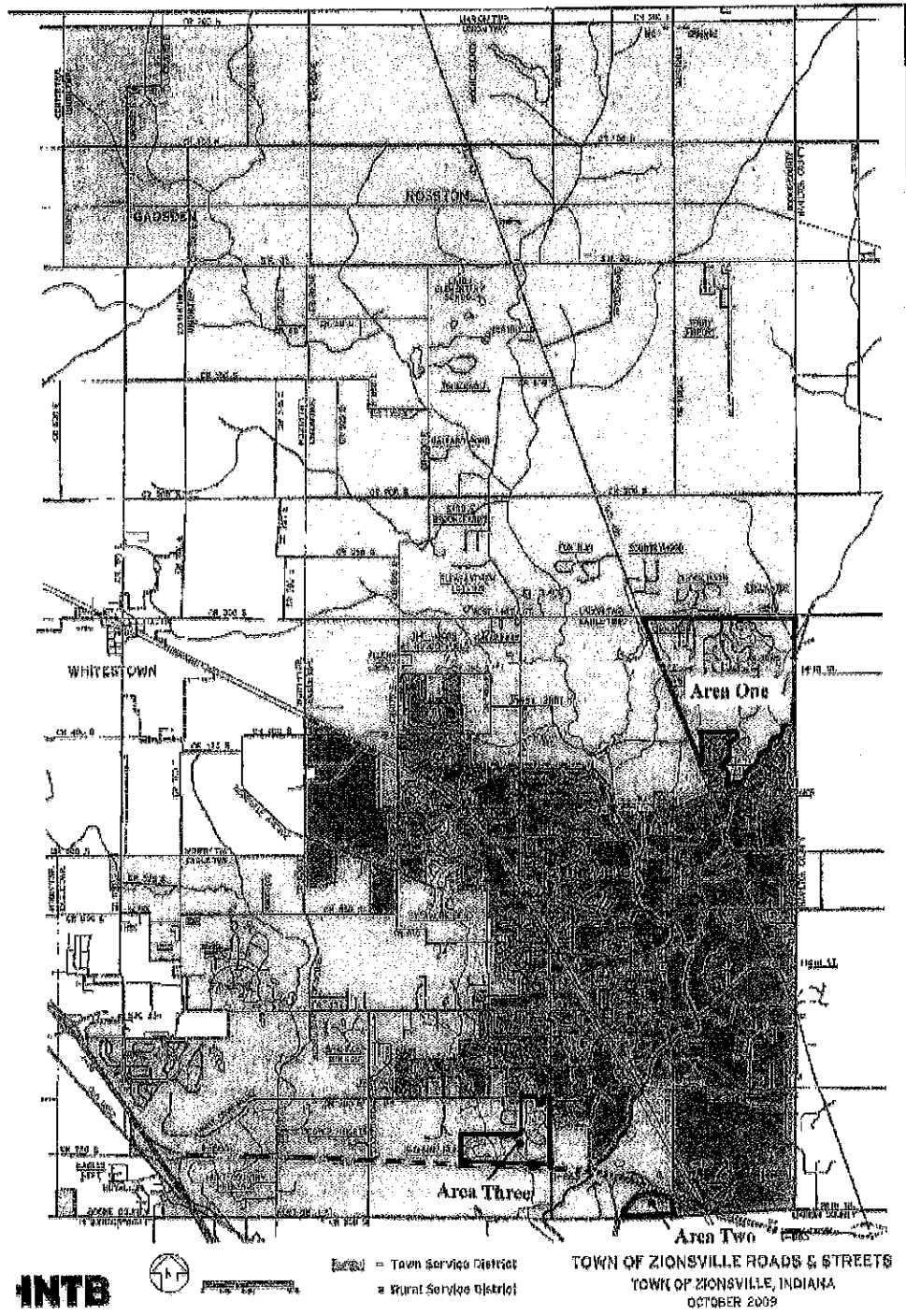
\_\_\_\_\_  
Robert Knox, Chief of Police, Zionsville Police  
Department

\_\_\_\_\_  
Ken R. Campbell, Boone County Sheriff

Exhibit A: Revised Service Districts Map

## EXHIBIT A

### Revised Service Districts Map



## Exhibit B

**AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT**

THIS AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT ("Amendment") is entered into on this 4<sup>th</sup> day of March, 2013, but effective as of January 1, 2013, by and among the Town of Zionsville, Indiana ("Town") and The Board of Commissioners of the County of Boone, Indiana ("County," and collectively with the Town, "Parties" and each individually a "Party").

**WITNESSETH THAT:**

**WHEREAS**, the Parties are parties to that certain Interlocal Cooperation Agreement Between the Town of Zionsville and Boone County for Streets and Roads Maintenance and Improvements, dated October 5, 2009, but effective as of January 2, 2010 ("Road Maintenance Agreement"); and

**WHEREAS**, the Town Council of the Town duly passed and adopted Ordinance No. 2012-09 of the Town of Zionsville, Indiana on August 6, 2012 ("Ordinance") to reclassify certain territories from the Rural Service District into the Town Service District, which are defined and illustrated as "Area One," "Area Two," and "Area Three" (collectively, the "Reclassified Areas") on the map, dated as of October 2009 ("Revised Service Districts Map"), attached hereto as Exhibit A and incorporated herein by reference.

**NOW, THEREFORE, BE IT RESOLVED**, that pursuant to Ind. Code § 36-1-7-1, *et seq.*, and in consideration of the mutual promises and consideration contained herein, the Parties hereby agree as follows:

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2. **Reclassified Territory.** The Parties hereby acknowledge and agree that, pursuant to the Ordinance, the Town Council of the Town has reclassified certain areas from the Rural Service District into the Town Service District, consisting of the Reclassified Areas identified on the Revised Service Districts Map attached hereto as Exhibit A.
3. **Amendment of Road Maintenance Agreement.** The Parties hereby acknowledge and agree that the Rural Service District Map attached as Exhibit A to the Road Maintenance Agreement is hereby replaced in its entirety by the Revised Service Districts Map attached hereto as Exhibit A, and that any and all services and obligations to be provided under the Road Maintenance Agreement by the Town in the Town Service District shall be extended to the Reclassified Areas as of the Effective Date hereof, and the County shall no longer provide such services to or perform any obligations pursuant to the Road Maintenance Agreement in the Reclassified Areas.
4. **Subsequent Actions.** The Parties agree to take any and all action necessary or required by Indiana law to effectuate the purposes of this Amendment.

5. **Construction.** The clause headings appearing herein have been provided for convenience and reference and do not purport and shall not be deemed to define, limit, or extend the scope or intent of the clause to which they appertain.

6. **Severability.** If any part of this Amendment shall be held invalid, such part shall be deemed severable and the invalidity thereof shall not affect the remainder of this Amendment.

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**IN WITNESS WHEREOF,** the Parties hereto have executed this Amendment to Interlocal Agreement as of the Effective Date hereof.

TOWN OF ZIONSVILLE, INDIANA

THE BOARD OF COMMISSIONERS OF  
THE COUNTY OF BOONE, INDIANA

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

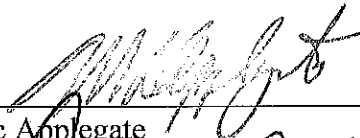
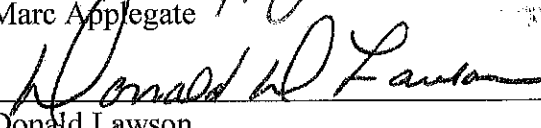
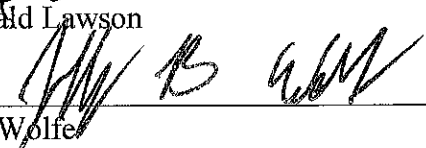
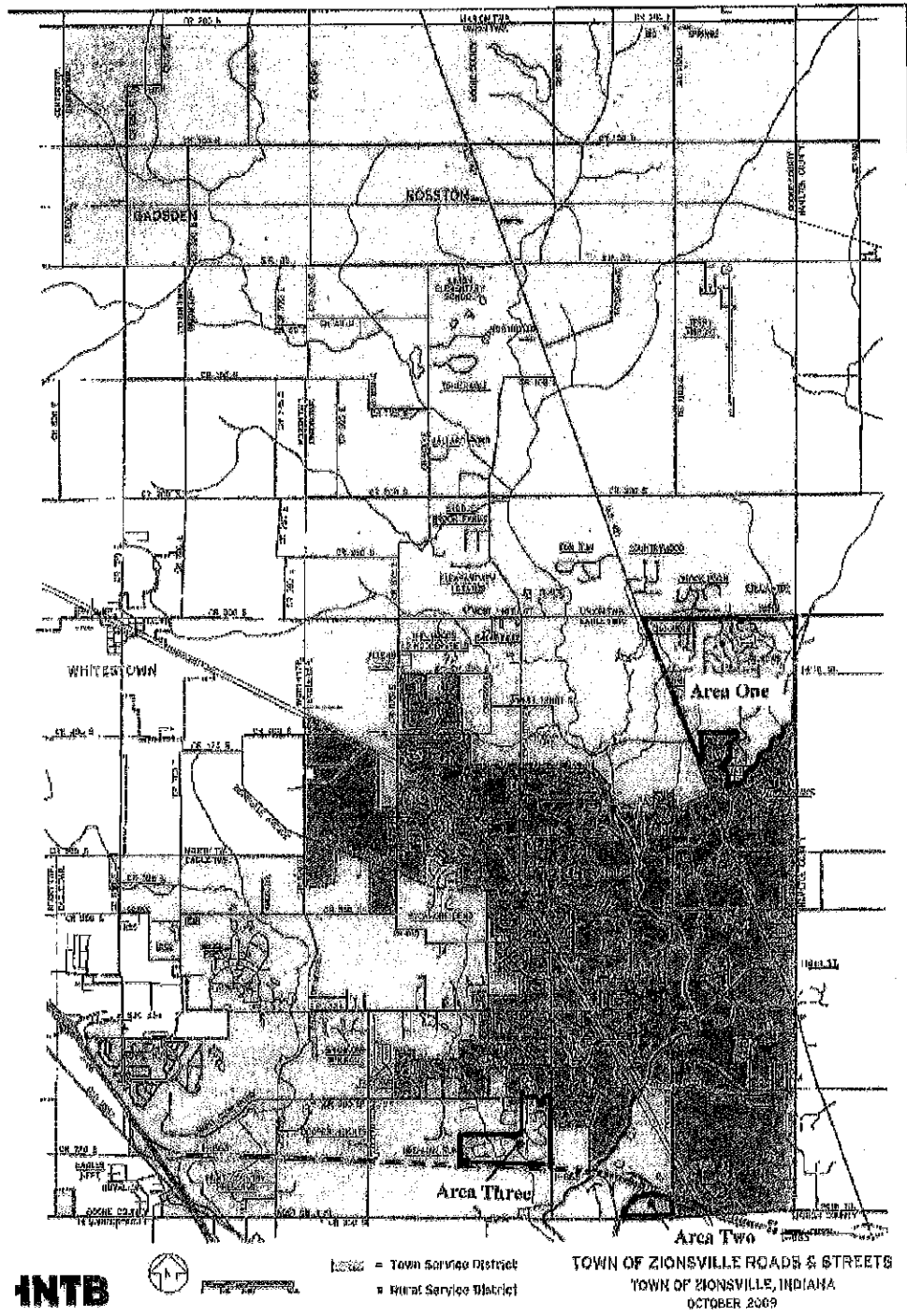
  
\_\_\_\_\_  
Marc Applegate  
  
\_\_\_\_\_  
Donald Lawson  
  
\_\_\_\_\_  
Jeff Wolfe

Exhibit A: Revised Service Districts Map

## EXHIBIT A

### Revised Service Districts Map



## Exhibit B





**Commissioner's Report – March 4, 2012*****Help Desk Call Summary for February***

# of calls closed for the month: **February – 198**, January – 211 (YTD Avg / Month – 205 )

# of calls NOT closed within 12 hours - 3

# of calls currently open: 10 open calls, 6 are projects or new tasks

**Email Filtering / SPAM**

- Inbound counts **Total Emails – 64,048 / SPAM – 5,344**
- Viruses stopped before reaching Boone – 147

**Major Issues / Outages / After-hours calls**

- None

**Completed Projects**

- **Upgrade to new tape backup autoloader**
  - Installed and working. Current backups running 13 Terabytes (TB)
  - Added increased capacity and speed to allow backups to grow
    - 16 tape slots with 1.5TB / 3.0 TB capacity
- **TeleTask Server Migration**
  - Installed new server and updated software for Health Dept.

**New / Ongoing projects**

- **IDACS moving to Comcast**
  - 2/28/13 – ISP delayed the migration. Scheduling for week of 3/4
  - 1/28/13 - Cabling is ready. Scheduling for this month.
  - 11/1/12 - Working with State Police to move to new circuit
- **Word Systems for Sheriff**
  - 2/12/13 – Work started but had problems with server
  - 9/20/12 - Had meeting with vendor to discuss migration to new server
    - Migrating to new servers
- **Upgrade to Courtview**
  - Upgrade has been completed on the training database
  - Some users have been shown the new system and will be working with it.
  - Training to be scheduled and migration
- **New Cisco Switch installed**
  - Installed on second floor to replace retired Nortel switch
  - Will move people on second Nortel switch in the next week or so

1955 Indianapolis Ave.  
Lebanon, IN 46052  
Telephone: 765-482-4550  
Fax: 765-483-4451  
Richard A. Carney, Supervisor

Boone County Highway Department

DATE: March 4, 2013

1. Utility Agreement for Citizens Water -East side of Indianapolis Rd.
2. Commissioners to sign agreements for Clark Dietz Engineering to complete work for Farrar Garvey on Br.273 on 500W. South of Mid Jamestown Rd.
3. Commissioners to sign BFS bill for Anson Phase II
4. Discuss Br 220
5. Going to Road School, see you there.

*Rick Carney, Supervisor*  
Boone County Highway Dept.  
1955 Indianapolis Ave.  
Lebanon, IN 46052  
765-482-4550